

Foodora Lawsuit Association

CVR: 45454894

Association statutes as of 06/03/2025

1. Name and headquarters

1.1 The association's name is "Foodora Lawsuit Association".

1.2 The association's headquarters is in Aalborg.

2. Purpose

2.1 The purpose of the association is to safeguard the members' financial and morals interests in relation to the members' claims to holiday pay and default interest, earned through their work for Foodora Denmark ApS (formerly: Hungry.dk and The Hungry Viking, CVR: 34739757).

2.2 The association may, in order to safeguard its purpose, act as class representative for its members in a class-action lawsuit.

2.3. In the event that Foodora Denmark ApS goes bankrupt, the association will safeguard the members' financial and moral interests by applying to the employee's guarantee fund (Lønmodtagernes Garantifond) for holiday pay and default interest. The members explicitly agree to participate in this administrative act, too.

3. Members

3.1 Any natural person who has worked as a delivery driver (regardless of means of transportation) for Foodora Denmark ApS or their former brands Hungry.dk / The Hungry Viking can be admitted as a member of the association.

3.2. The members shall work together in a spirit of solidarity to protect their collective and individual interests. Any form of discrimination based on nationality, ethnicity, religion, gender or gender identity, age, etc. is prohibited.

3.3 The association's management may refuse to include or expel a member if they do not, within a deadline set by the management, provide the necessary proof that they fulfill the membership conditions.

3.4 The association's management may, by unanimous decision, expel a member or supporter who sabotages the association's purpose or whose membership is likely to impair the association's reputation.

3.5. New members are admitted either by agreement with the association's management or via the websites the association maintains for this purpose.

4. Sign-up and membership fees

4.1 There is no sign-up fee.

4.2 There is no membership fee.

5. Protection of the association's interests in lawsuits and otherwise

5.1. The association's management selects a suitable lawyer to lead the class-action lawsuit against Foodora Denmark ApS or the liquidator appointed to close the company.

5.2. Within and in accordance with the association's purpose, the association, its management and the selected lawyer must safeguard the association's collective interest in lawsuits and other actions, including as plaintiff and/ or class representative in class-action lawsuits, if the court appoints the association.

5.3. The representation of interests mentioned in clause 5.2 allows the association's management (assisted by the selected lawyer) to act on behalf of the association. This applies to transactions they find to be in the association's collective interest, including (not exhaustively):

5.3.1 The authorization to act as plaintiff and possibly later as class representative in class-action lawsuits.

5.3.2 Make procedural arrangements within the framework of the Administration of Justice Act and other applicable legal rules, including (not exhaustively) issuing subpoenas, appealing or challenging decisions and negotiating with counterparties both in and out of court.

5.3.3 Within the framework of applicable legal rules, make transactions that concern the association's administration, including (not exhaustively): keeping a list of members, holding general assemblies, temporarily suspending the registration of new members in connection with any out-of-court settlements or for other reasons (when this is in the collective interest of the association), closing the registration of new members after the expiry of a class-action lawsuit's registration deadline, hiring an auditor and other advisors for use in the association's activities, and making any other transactions considered necessary for the safeguarding of interests stated in section 5.2.

6. Management

6.1 The association is led by a management, composed of three (3) members.

6.2 The association's management shall adopt rules of procedure and elect a chairman

6.3 The association's management is elected for a period of two (2) years at a time. Re-election is possible.

6.4 Decisions of the association's management are made by ordinary majority vote, unless otherwise stated in the association's statutes.

6.5 Management meetings are held as often as the chairman deems appropriate. However, any member of the association's management may convene a meeting. Management meetings can be held electronically.

6.6 Management membership is unpaid.

7. General assembly

7.1 The general assembly is the association's highest institution.

7.2 The call to a general assembly is sent out to all members by e-mail or letter and contains the general assembly's agenda. The period of notice is at least fourteen (14) days.

7.3 Proposals to be considered at the general assembly must be sent to the chairman of the association with at least (10) days' notice.

7.4 Each member has one (1) vote at the general assembly.

7.5 Members may be represented by somebody with a power of attorney. In this case, the power of attorney must be in writing and dated.

7.6 The association's management may, taking into account the association's financial circumstances, decide to hold general assemblies electronically.

Ordinary general assembly

7.7 The agenda of an ordinary general assembly shall contain the following agenda items:

- a) Election of the general assembly's secretary
- b) Reporting by the association's management and its legal advisor
- c) Approbation of the previous year's accounting
- d) Proposals sent in by members
- f) Election of the association's management
- g) Election of an auditor
- h) Other

Extraordinary general assembly

7.8 An extraordinary general assembly is held by request of a member of the association's management, the selected lawyer, the association's auditor or at least twenty-five (25) members.

7.9 A request for an extraordinary general assembly must be accompanied by a reasoned statement of the agenda items to be considered.

7.10 The association's management must call in an extraordinary general assembly no later than fourteen (14) days after a justified request has been made.

8. Personal data

8.1 When signing up for the association, information regarding name, address, etc. must be provided. This information is processed by the association in accordance with the rules of the Danish Personal Data Act, and will thus not be disclosed without the consent of the individual member.

8.2 By signing up, the member consents to the association (within the framework of the association's purpose and section 5 above) disclosing the information stated in section 8.1 to the its lawyer, the court and/or the other party of a lawsuit. If the case described in section 2.3 becomes reality, this circle will be extended to include the employees' guarantee fund (Lønmodtagernes Garantifond).

9. Languages

9.1. As far as the organization's resources allow, all information material is written in Danish, English and Spanish, with the Danish version being legally binding. Voluntary translations into other languages by members are expressly permitted and encouraged.

10. Liability

10.1 Neither the association's members nor its management are liable for the association's obligations. Thus, only the association is liable for the association's obligations.

11. Accounting

11.1 The association's accounting year corresponds to the calendar year.

12. Signing rule

12.1 The association's complete management has the right to sign legally binding documents in the association's name.

13. Dissolution

13.1 Upon its dissolution, any net assets of the association shall be distributed in accordance with its purpose.